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Joint Ownership - Exchange of Notice

(Return Within 14 Days For Items 1 To 7 & 12)
(Return Upon Completion Of Work For Items 8 To 11 Inc.)

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1	I	nitial Interest					7	Notice To Install/Repla	ce JO Anchor	
2	F	Remaining Interest					8	Notice Of Non-Standar	d Conditions	
3	١	Notice Of Intent To Erect	New Poles				9	Notice To Custodian O	f Pole In Need Of Repla	cement
4	1	Notice Of Intent To Repla	ce JO Poles				10	Request To Transfer		
5	١	Notice Of Intent To Relo	ate JO Poles				11	Pole Reinforcement	,	
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Voltage	18	Prepared By	(19)		
Agreed By	<u> </u>	Date	<u> </u>	Company	Ø
Received By	3	Date	24)	Company	
Refused By	<i>ଚ</i> ର	Date	67)	Company	<u> </u>

PREPARING OF THE <u>FRONT</u> OF A JOINT OWNERSHIP - EXCHANGE OF NOTICE FORM 605A

1. TO: THE COMPANY THE 605A IS BEING SENT TO.

2. LOCATION: THE COMPANY OFFICE THE 605A IS SENT.

3. NOTICE #: N.E.T.'S MEMO NUMBER.

4. FOR CO. REP.: THE COMPANY'S ENGINEER.

5. WORK ORDER #: N.E.T.'S USE. WORK ORDER/DAMAGE CASE NUMBER.

6. SEQUENCE #: POWER COMPANY'S USE.

7. FROM: COMPANY'S NAME.

8. LOCATION: OFFICE THAT IS SENDING THE 605A.

9. DATE: DATE ISSUING WORK.

10. BY CO. REP.: THE NAME OF THE ENGINEER INITIATING THE WORK

11. MUNICIPALITY: THE TOWN/MUNICIPALITY THE WORK IS BEING DONE.

12. TOWN CODE: POWER COMPANY USE ONLY.

13. SCHEDULE: THE NATURE OF NOTICE OR REQUEST.

14. EXCHANGE: N.E.T.'S USE ONLY. N.E.T.'S EXCHANGE THE WORK IS

BEING DONE.

15. STREET: THE NAME OF THE STREET THE WORK IS BEING DONE

16. ROUTE #: POWER COMPANY USE ONLY.

17. SKETCH: A DRAWING OF THE WORK BEING DONE.

THE FOLLOWING MUST BE INCLUDED IN THE SKETCH:

THE ROUTE AND POLE NUMBER, THE SPAN BETWEEN POLES, THE REASON THE WORK IS BEING DONE.

WHETHER THE POLE IS PUBLIC OR PRIVATE, IF IT IS PRIVATE INCLUDE THE NAME OF THE OWNER.

IF PETITION/RIGHTS ARE REQUIRED, MAKE A NOTE, "PETITION TO FOLLOW" OR, "PETITION ATTACHED".

18. VOLTAGE:

POWER COMPANY USE.

19. PREPARED BY:

THE SIGNATURE OF ENGINEER INITIATING THE WORK.

20. AGREED BY:

THE SIGNATURE OF THE ENGINEER AGREEING.

21. DATE:

THE COMPANY'S SIGNATURE DATE.

22. COMPANY:

THE NAME OF THE COMPANY.

23. RECEIVED BY:

A SIGNATURE FROM THE INDIVIDUAL WHO RECEIVED THE

605A, IF DIFFERENT FROM THE APPROVAL SIGNATURE.

24. DATE:

THE RECEIVERS' SIGNATURE DATE.

25. COMPANY:

THE COMPANY NAME.

26. REFUSED BY:

THE SIGNATURE OF THE COMPANY'S ENGINEER.

27. DATE:

THE COMPANY'S SIGNATURE DATE

28. COMPANY:

THE COMPANY NAME

29. DATE RETURNED: THE DATE THE COMPANY RETURNS THE 605A.

30. DATE RECEIVED:

THE RECEIVED DATE.

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PREPARING THE <u>BACK</u> OF A JOINT OWNERSHIP - EXCHANGE OF NOTICE FORM 605A

1. POLE NUMBER/

TELCO CO.:

N.E.T.'S POLE NUMBER.

POLE NUMBER/

POWER CO.:

THE POWER COMPANY'S POLE NUMBER.

3. WORK CODE:

THE NATURE OF WORK AS DETAILED IN SECTION 21.

4. OWNERSHIP:

THE PERCENTAGE OF THE POLE OWNED BY N.E.T.

5. LENGTH:

THE HEIGHT OF THE EXISTING POLE.

6. CLASS:

THE DIAMETER OF THE EXISTING POLE.

7. WOOD TREAT:

THE TYPE AND TREATMENT OF WOOD FOR THE EXISTING

POLE.

8. ANCHOR SIZE:

THE SIZE OF THE EXISTING ANCHOR.

9. YEAR PLACED:

THE YEAR THE EXISTING POLE OR ANCHOR WAS PLACED.

10. BILLING/

TEL. PAY:

THE DOLLAR AMOUNT N.E.T. PAYS FOR AN EXISTING POLE.

11. BILLING/

THE DOLLAR AMOUNT THE POWER COMPANY PAYS FOR

ELECT. PAY: AN EXISTING POLE.

12. CHECK MARK:

PLACE A CHECK MARK WHEN THE EXISTING ITEM HAS

BEEN BILLED. THIS COLUMN MAY ALSO BE USED FOR THE

FIELD CODES (1C, 1X, 1XS).

13. PRIVATE PROPERTY/

STREET NAME:

FILL IN THE STREET NAME THE ITEM IS FOUND ON, AND

LIST THE OWNERS NAME IF THE ITEM IS ON PRIVATE

PROPERTY.

14. LENGTH:

THE HEIGHT OF THE PROPOSED POLE.

15. CLASS:

THE DIAMETER OF THE PROPOSED POLE

16: WOOD TREAT:

THE TYPE AND TREATMENT OF WOOD FOR THE

PROPOSED POLE.

17. ANCH. SIZE:

THE SIZE OF THE PROPOSED ANCHOR.

18. BILLING/

THE DOLLAR AMOUNT N.E.T. WILL PAY FOR A PROPOSED

TEL. PAY:

POLE.

19. BILLING/

THE DOLLAR AMOUNT THE POWER COMPANY WILL PAY

ELECT. PAY:

FOR A PROPOSED POLE

20: CHECK MARK:

PLACE A CHECK MARK WHEN THE EXISTING ITEM HAS

BEEN BILLED. THIS COLUMN MAY ALSO BE USED FOR THE

FIELD CODES (1C, 1X, 1XS).

21: NATURE OF WORK CODES:

A = INSTALL MUTUAL HEIGHT

AN ITEM OF NEW POLE PLANT BEING

INSTALLED AS JOINTLY OWNED AT A

MUTUALLY AGREED TO HEIGHT

B = INSTALL EXCESS HEIGHT:

AN ITEM OF NEW POLE PLANT BEING

INSTALLED AS JOINTLY OWNED WITH

EITHER COMPANY PURCHASING ADDITIONAL

HEIGHT FOR ITS SOLE BENEFIT.

C = INITIAL INTEREST:

THE SALE OF INTEREST IN AN EXISTING POLE

PLANT BY ONE COMPANY, WHOSE PRESENT

OWNERSHIP IS 100%

RESULTING IN THE ITEM

BECOMING JOINTLY OWNED.

D = REMAINING INTEREST:

THE SALE BY ONE OF THE EXISTING JOINT OWNERS OF THEIR ENTIRE INTEREST IN AN ITEM OF POLE PLANT TO THE CO-OWNER. RESULTING IN THE ITEM BECOMING 100% OWNED BY THE COMPANY BUYING THE

REMAINING LIFE.

E = REMOVE:

THE JOINTLY OWNED POLE PLANT REMOVED

F = DAMAGED POLE:

A JOINTLY OWNED POLE DAMAGED BY A

THIRD PARTY (MOTOR VEHICLE).

G = INSTALL ANCHOR:

AN ANCHOR INSTALLATION.

S = SACRIFICE LIFE:

THE REMAINING DOLLAR VALUE OF AN

EXISTING POLE THAT IS BEING REMOVED

PREMATURELY.

22. NOTICE NO.:

N.E.T.'S MEMO NUMBER

23. SEQ. #:

USED BY THE POWER COMPANY ONLY.

24. ORDER NO. (TEL): N.E.T.'S WORK ORDER/DAMAGE CASE NUMBER

25. ELEC.:

USED BY THE POWER COMPANY ONLY.

Page 1

INTERCOMPANY OPERATING PROCEDURE #20

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

BURIED CABLE SIGNS

EFFECTIVE DATE November 1, 1996

- 1. Each Company grants permission to the other Company to install buried cable signs on poles that are solely owned by the Company having aerial construction. These signs can be installed under the following provisions.
 - A. Metal signs shall not be installed higher than three (3') feet above ground line and shall conform to the contour of the pole.
 - B. Plastic signs shall not be installed higher than five feet (5') on the pole.
 - C. When poles on which there are buried cable signs are replaced, the pole owner shall notify the owner of the sign that the pole has been replaced.
 - D. The attachment of these signs is to be permitted without billing between companies.
- 2. When both companies have aerial construction and the poles are jointly owned, and buried construction is also present, buried cable signs can be placed on the poles as outlined in 1.A. and 1.B. above.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a NYNEX

(Title) Gen Mar Eng+Const-NYNEX North

Date of Execution: 11/6/96

(Title) Staff Invector F. K - MA/NI Date of Execution: 12/5/91 Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By Jewas P. Vicher
(Title) S. Vrce Frasident
Date of Execution: 9/16/96

IOP # 21

Page 1

INTERCOMPANY OPERATING PROCEDURE #21

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

FLAT RATE BILLING

EFFECTIVE DATE: April 1, 2003

- 1. This procedure provides for establishing Flat Rates for Reciprocal intercompany billing, between the Joint Owners. These rates may be reviewed annually or less frequently, as required, at the request of one of the Joint Owners.
- 2. Definition of Terms:

A. Full Flat Rate

The average of both Joint Owners' total costs associated with

pole and anchor work.

B. Flat Rate

Flat Rate is the equal to 50% of the Full Flat Rate.

- 3. In order to establish standardized costs, a Flat Rate Reciprocal billing amount of \$575.00 per pole, which includes removal cost, will take effect on the effective date of this I.O.P. and will be applied to all poles placed on or after that date, regardless of size.
- 4. In the event that additional height beyond a standard pole is to be for the exclusive use of one Joint Owner, that Joint Owner will be billed an additional \$125.00 for each 5 foot increment that will be exclusively used by that Joint Owner. When these poles are replaced thereafter for any reason, use of space will be re-evaluated and billing will be based on the agreed upon allocation of space.
- 5. When an anchor is set by one Joint Owner solely for the benefit and exclusive use of the other Joint Owner, the company setting the anchor shall bill the other at the Full Flat Rate of \$230.00 per anchor.
- 6. Upon mutual agreement of the Joint Owners, in the event that the non-maintaining company removes a pole, the removing party will bill the joint owner the Full Flat Rate of \$335.00.
- 7. These rates will apply to new installations and replacements. There will be no billing associated with plant sacrifice, transfers or straight removal.
- 8. When one company desires to purchase interest in an existing non-joint pole, the following billing procedure will apply:
 - A. For poles 20 or less years old, billing will be at the current Flat Rate Reciprocal billing amount for a new pole regardless of size.
 - B. For poles more than 20 years old, no billing will occur.

- 9. A. When a co-owner requests the pole be Topped, the Topping will be billed at the current flat rate of \$45.00 noted on the Exchange of Notice 605A.
 - B. Any pole topping not requested on the original Exchange of Notice Form 605A that is subsequently requested by the joint owner, and requires an additional trip, will be billed at the Full Flat Rate of \$90.00
- 10. No extra charges are to be made for hand digging, blasting, sidewalk repairs or straightening of poles in connection with any of the above work on poles and anchors.
- 11. Fiberglass pole top pins will be billed at the Full Flat Rate of \$258.00. This type of construction would only be used in special cases.
- 12. Trenching will be billed at actual cost.

For billable items other than those included above, billing will be done on an actual cost basis.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a VERIZON-NEW ENGLAND INC. UNITIL DISTRIBUTION COMPANIES

Unitil Energy Systems, Inc. Fitchburg Gas and Electric Light Company

(Title): DIRECTOR, OPERATIONS SERVICES
Date: 14 Ces 03

By Autitu (Mile): Director of Outside Plt. Eng.-Mass.

(Title): Director of Outside Plt Eng,-MeNHVtRI

Date: 3.10.03

Page 1

INTERCOMPANY OPERATING PROCEDURE #22

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

POLE ACCIDENT AND OTHER THIRD PARTY POLE BILLINGS

EFFECTIVE DATE November 1, 1996

The purpose of this procedure is to establish a common method to be used by each Company for billing for pole accidents and other third party work.

1. Normally the maintaining Company will replace the damaged pole, remove the old pole and transfer its own attachments. There may be instances when the non-maintaining Company will either replace the damaged pole, remove the old pole or perform both operations.

A. POLE ACCIDENTS

- (1) When joint poles are damaged by the actions of a third party, the pole custodian will, (a) determine if the pole needs replacement and (b) replace the pole if necessary. The pole custodian should recover full pole replacement costs including removals (labor, equipment and materials) from the party causing the pole damage. There will be no pole billing to the join owner. Each owner should bill the third party for their transfer costs.
- (2) If the bill is uncollectible from the third party, the joint owner will be billed by the Company doing the work in accordance with the current flat rate cost.

B. REIMBURSABLE HIGHWAY PROJECTS

- (1) The pole custodian will replace the necessary poles, with no billing to the joint owner. All billing to the Federal, State or Municipal Agencies by the company will be based on statutory requirements.
- (2) The non custodian will bill the governmental body for the full cost of transferring it attachments.

C. CITY / TOWN ORDERED RELOCATION PROJECTS

In general, city / town ordered relocations are not reimbursable projects, therefore, the pole custodian will replace the necessary poles and bill the joint owner, based upon the current flat rate cost.

D. POLE RELOCATION REQUESTED BY DEVELOPERS OR PROPERTY OWNER

In the event that a developer or property owner requests pole relocations, whether required by the city / town or not, the developer or property owner will reimburse the pole custodian the full cost (labor, equipment and material) of relocating the pole(s). There will be no pole billing to the join owner. Each owner should bill the developer or property owner for their transfer costs.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a NYNEX

Unitil Distribution Companies Concord Electric Company Exeter & Hampton Electric Company Fitchburg Gas and Electric Light Company

Date of Execution: _

By / sweep N. Ent
(Title) Gen Mar Eng+Const-NYNEX North
Date of Execution: 11/6/96
By Citle) Staff Directed Efc-mAIRE Date of Execution: (2/5/8)

Page 1

INTERCOMPANY OPERATING PROCEDURE #23

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

PUSHBRACES

EFFECTIVE DATE November 1, 1996

When a jointly-owned pushbrace is required on an energized line, the pole being affected is normally braced in the power company's allocated space. In order to preclude the necessity of having crews from each company work together during installations, the following shall apply:

- 1. NYNEX shall place all pushbraces on de-energized lines in its custodianship areas.
- 2. The power company shall place all pushbraces on energized lines except in those instances where the pushbrace is for the sole benefit and installed in the assigned space of NYNEX.
- 3. Whenever it is necessary to place a pushbrace in one of NYNEX's custodianship areas, the power company via established Exchange of Notice Procedures, shall be requested to install it.
- 4. When this work has been completed, the power company shall bill NYNEX the current flat rate cost for such an installation (new pole costs).

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a NYNEX Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By / Conver	-i	\sim 1	- نامست	
(Title) Gen Mor E	naic	onst-	NYNEX	Worth
Date of Execution:		11/1.10	21	, .

Date of Execution: 9/16/96

(Title) Staff Director Elc - MA/RI

Date of Execution:

INTERCOMPANY OPERATING PROCEDURE #24

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

MONTHLY NET BILLING PROCEDURE

EFFECTIVE DATE November 1, 1996

This Intercompany Operating Procedure sets forth the method to be followed in processing intercompany billing between NYNEX and the power company on a monthly net billing basis.

1. DEFINITIONS

- A. Net Billing for the purposes of the Intercompany Operating Procedure, the term "net billing" shall describe the accounting procedure by which the charges rendered by the two companies are computed, adjusted, totaled and compared each month. The company owing the greater total gross charges each month will pay to the other company the net difference only.
- B. District the term district as used herein shall mean the District of NYNEX and the Operating Department of the power company.

2. MONTHLY NET BILLING PROCEDURE

- A. Negotiations prior to the determination of a net bill are carried out by use of:
 - (1) Form 605A, Joint Line Exchange of Notice and Memorandum.
 - (2) Form 1045-M, Monthly Summary of Intercompany Billing and Memorandum.
 - (3) Form 3037, Billing Adjustment Claim and Memorandum.
- B. As per the agreement between the companies, the monthly billing arrangement provides for assimilating all charges accumulated by both companies into one (1) net bill for each month, covering the entire territory served jointly by both companies. The net billing procedure requires the accumulation of all charges rendered by both companies each month into one (1) Statement of Charges (Form 1045-M) for each district. It does not require payments by either company for small individual undertakings until receipt of monthly bill. The monthly net bill will be rendered by the creditor company to the debtor

3. PROCESSING OF FORM 1045-M

A. In accordance with the provisions of the Joint Agreement, the company performing the work shall by the third (3) working day of the subsequent month render to the other company, as a package, an original and duplicate itemized statement of charges

IOP #24 Page 2

B. By the eighteenth (18) day of the month, all entries on Form 1045-M shall have been verified with the executed copies of previously rendered Joint Line Exchange of Notice and Memorandum, and by mutual agreement, discrepancies shall be adjusted or deleted on all copies of Form 1045-M. Deletions and/or adjustments will be documented by completing Form 3037, Billing Adjustment Claim and Memorandum. Deleted items will be resubmitted and included in the net billing in the second month following the month in which they were submitted.

- C. By the twenty fifth (25) day of the month, the approved original Form(s) 1045-M, and Form(s) 3037, shall be returned to the company submitting the charges. The duplicate copies of Forms 1045-M and 3037 shall be retained by the company receiving the charges.
- D. After billing and details have been determined and certified as correct, they will be final.

4. SETTLEMENT OF DISPUTED BILLS

- A. Deleted an/or adjusted items which cannot be settled in accordance with Section 3, Part B, of the Intercompany Operating Procedure shall be resolved by strict compliance with the Intercompany Operating Procedure(s). Resolution of disputed items shall be made by the second month following the month in which the dispute arose.
- B. Disputed items that cannot be resolved as herein stated shall be referred to the power company representative and the NYNEX Staff Manager for final and binding resolution.

5. FINAL NET BILL

NEW ENGLAND TELEPHONE

A. Upon completion of the process set forth in Section 3, Parts B and C for intercompany net billing, the designated supervisor or corporate coordinator for each company, on reaching agreement will, by the 28th of the month in which the itemized statement of charges is submitted, make arrangements for the debtor company to render payment to the other company.

Unitil Distribution Companies
Concord Electric Company

AND TELEGRAPH COMPANY	Concord Electric Company
d/b/a NYNEX	Exeter & Hampton Electric Company
	Fitchburg Gas and Electric Light Company
By Januar W. Von	By Lewar & Gisher
(Title) Gen Mar EngilConst-NYNEY North	(Title) I Vine Tresident
Date of Execution: 11/6/96	Date of Execution: 9/16/96
By Pull G	,
(Title) Staff Director Ele-MA/RI	
Date of Execution: 12/5/96	

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PREPARING . HE 1045M MONTHLY SUMMARY OF INTER-COMPANY BILLING AND MEMORANDUM

_	ESTIMATE OR WORK ORDER	TELCO WORK ORDER NITMBED
7	WORK CODE	NATURE OF WORK CODES
-		I.E., A=INSTRALL MUTUAL HEIGHT
<u>ო</u>	TELCO POLE NUMBER	ROUTE AND POLE NUMBER
	POWER CO POLE NUMBER	
4	MUNICIPALITY AND STREET	THIS CAN B WRITTEN ACROSS ALL COLUMNS; I.E., WATERTON
		6224-1 SMITH STREET
2	PRIVATE PROPERTY Y/N	PRIVATE PROPERTY TO BE ENTERED FOR TAX PURPOSES
9	NMO%	% OF POLE OWNED BY NYNEX
_		OF POLE - I.E., 35'3
∞	WOOD TREATMENT	OF POLE - I.E., SPC, SPP
6	YEAR	YEAR POLE SET OR REMOVED
2	ANCHOR SIZE	SIZE OF ANCHOR - I.E., 1",2", ETC.
=	TAX	FROM POWER COMPANY ONLY - NO TAX FROM NYNEX TO
		POWER CO.
12	EXCHANGE OF NOTICE	MEMO # FROM LOG IN DISTRICT
[2	PLACING OR SALE OF INTEREST	ENTER \$ AMOUNT FROM I.O.P.
4	REMOVAL COST	ENTER \$ AMOUNT FROM I.O.P.
15	EXCESS HEIGHT	ENTER \$ AMOUNT FROM I.O.P.
16	CREDIT	ANY CREDIT DUE - I.E., SALV.
12	FIELD CODE	NYNEX FIELD CODE - I.E., IC, IX, IM
<u>∞</u>	NATURE OF WORK CODE	WORK CODES TO BE USED IN CODE COLUMN (#2) ON 1045M
19	TO	COMPANY THE 1045M IS BEING SENT TO
2	FROM	COMBNAY SENDING THE 1045M
21	MONTH/YEAR	DATE BILL SENT
77	MONTHLY WORK ORDER #	NO LONGER NEEDED OR USED
23	DISTRICT	RESPONSIBILITY CODE OF DISTRICT (NYNEX ONLY)
74	TOTAL TAX	TOTAL TAX \$
25	TOTAL PLACING OR SALE OF INTEREST	TOTAL \$ AMOUNT
56	TOTAL REMOVAL COST	TOTAL \$ AMOUNT
27	TOTAL EXCESS HEIGHT	TOTAL \$ AMOUNT
78	TOTAL CREDIT	TOTAL \$ AMOUNT

29	APPROVED FOR POWER CO	CIONATE CONTRIBUTO CON
		SIGNATORES RECONFICED OF POWER CO
30	ראלם	
2		DATE OF APPROVAL SIGNATURE
7 1		
7	AFFICOVED FOX NYNEX	SIGNATIBE OF MANIEW FAMI OVER
22	UL V C	
77		DATE OF APPROVAL SIGNATIBE
22	TOTAL TITLE CITTED	
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